

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MARYLAND  
Baltimore Division

In re:

Rosemarie Antoinette Frazier

Chapter 11

Case No. 19-12835-MMH

Debtor

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**OBJECTION TO CONFIRMATION**

Nationstar Mortgage LLC d/b/a Mr. Cooper (“Creditor”) by its undersigned attorneys, Orlans PC, hereby objects to the confirmation of the Amended Chapter 11 plan filed by the Debtor Rosemarie Antoinette Frazier (“Debtor”), and as grounds therefore states as follows:

1. On or about February 4, 2005, Rosemarie Antoinette Frazier executed and delivered to Countrywide Home Loans, Inc. a promissory note (the “Note”) in the amount of ONE HUNDRED TWENTY THOUSAND DOLLARS AND NO CENTS (\$120,000.00), plus interest at the fixed rate of 7.125% per annum, to be paid over thirty (30) years.
2. Rosemarie Antoinette Frazier executed a mortgage to Countrywide Home Loans, Inc. dated February 4, 2005. The Mortgage is a first mortgage on real property owned by the Debtor known and numbered as 807 7th Street, Northeast, Washington, DC 20002 (the “Property”).
3. On April 12, 2017, Debtor entered into a Loan Modification Agreement by which she agreed to a new principal balance of \$247,116.03.
4. As of the date Debtor filed a petition for relief under Chapter 11 in the above-captioned case on March 5, 2019, the total debt owed on the Mortgage was \$308,202.59, and the pre-petition arrearage was \$74,969.43.

5. The Mortgage is materially in default.
6. On August 12, 2019, post-petition, Creditor received \$41,423.31 for a property tax refund. Creditor is in the process of calculating the arrearage amount (pre-petition and post-petition).
7. The Debtor's Amended Chapter 11 Plan proposes to cure the pre-petition arrearage by paying \$1,415.00 per month over 60 months commencing on the Effective Date of the Plan at 5% annual interest, and pay the post-petition monthly mortgage payments directly to Nationstar Mortgage LLC d/b/a Mr. Cooper.
8. That Debtor says she has no tenants in the Property which implies the Property is vacant.
9. That Debtor earns no rental income from the Property and provides no date when she anticipates to commence earning rental income.
10. That Debtor says she intends to repair the Property but she fails to provide any details regarding the nature of the repairs, how long it will take to make the repairs, the date for the repairs will be complete, and how much it will cost to make the repairs.
11. That Debtor's Amended Chapter 11 Plan appears under-funded to cure the pre-petition and post-petition arrearage within 60 months.
12. That Creditor objects to Debtor's Amended Chapter 11 Plan for failing to provide clear and sufficient terms in the event Debtor defaults under the terms of the confirmed plan. Creditor requires future-default terms as follows: "In the event the Debtor fails to timely make payments to Nationstar Mortgage LLC d/b/a Mr. Cooper, its successors or assigns ("Mr. Cooper") pursuant to the confirmed Chapter 11 Plan, or fails to timely pay the post-petition property taxes when due, Mr. Cooper, its successors or assigns, shall serve a Notice of Default upon Debtor and Debtor's attorney, and if the default is not cured within

14 days from the date of service Mr. Cooper, successors or assigns, shall be granted relief from the automatic stay through submission of an Order without further notice or proceedings before the Court if the above-captioned case remains open, or if the case is closed Mr. Cooper, its successors or assigns, may exercise any and all rights it possesses under non-bankruptcy law. Debtor shall be limited to two (2) opportunities to cure defaults. Should a third default occur, Mr. Cooper, its successors or assigns, may submit an Order Granting Relief from the Automatic Stay to the Court along with an Affidavit of Default attesting to a failure to make payments pursuant to the terms of the confirmed Chapter 11 Plan, and the automatic stay may be thereafter terminated without further notice or hearing if the case remains open, or if the case is closed Mr. Cooper, its successors or assigns, may exercise any and all rights it possesses pursuant to non-bankruptcy law.

13. That Creditor objects to Article VII, paragraph 7, of the Amended Chapter 11 Plan which attempts to authorize Debtor to disallow Creditor's secured claim in the event mail is returned to Debtor or Debtor's counsel on more than two occasions.
14. Depending upon any additional facts learned before the hearing on confirmation, Nationstar Mortgage LLC d/b/a Mr. Cooper reserves the right to assert that the Amended Chapter 11 Plan is not proposed in good faith as required under 11 U.S.C. §1129(a)(3).

WHEREFORE, Nationstar Mortgage LLC d/b/a Mr. Cooper, by and through its attorneys prays that Confirmation be denied, and the case be dismissed, or in the alternative, Creditor prays that this Chapter 11 be converted to a Chapter 7.

Date: October 17, 2019

Respectfully submitted,

/s/ Elizabeth M. Abood-Carroll

John E. Tarburton, Bar #26398

Elizabeth M. Abood-Carroll, Bar #20631

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Attorneys for Nationstar Mortgage LLC d/b/a Mr.

Cooper

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**CERTIFICATE OF SERVICE**

The undersigned states that on October 17, 2019, copies of the foregoing Objection to Confirmation were filed with the Clerk of the Court using the ECF system, which will send notification of such filing to the following:

Richard L. Gilman  
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8401 Corporate Drive  
Suite 450  
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*Debtor's Attorney*

Hugh M. Bernstein  
Office of the U.S. Trustee  
101 W. Lombard Street, Suite 2625  
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*U.S. Trustee*

and I hereby certify that I have caused to be mailed by first class mail, postage prepaid, copies of the foregoing Objection to Confirmation to the following non-ECF participants:

Rosemarie Antoinette Frazier  
1235 Colonial Park Drive  
Severn, MD 21144  
*Debtor*

/s/ Elizabeth M. Abood-Carroll  
John E. Tarburton, Esquire  
Elizabeth M. Abood-Carroll, Esquire